

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

209



SUBMITTAL DATE:

July 24, 2014

FROM: Economic Development Agency/Facilities Management

SUBJECT: Real Property Exchange Agreement between the County of Riverside and the Board of Trustees of the Riverside County Law Library, District 2/District 2, CEQA Exempt, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities, and direct the Clerk of the Board to file the Notice of Exemption with the County Clerk;
2. Approve the attached Real Property Exchange Agreement between the County of Riverside and the Board of Trustees of the Riverside County Law Library and authorize the Chairman to execute the same;
3. Authorize the conveyance of the Property as intended by the parties and consistent with the MOU's and the Real Property Exchange Agreement and the Action as described below;

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment: No
For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION:

Alex Sam
Reviewed by
CIP TEAM

APPROVE

BY: *Rohini Dasika*
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: *Patricia Munroe*
DATE: 7/17/14
Patricia Munroe
Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 3.59 of 6/28/05; 3.14 of 8/10/10

District: 2/2

Agenda Number:

3-14

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency/Facilities Management

FORM 11: Real Property Exchange Agreement between the County of Riverside and the Board of Trustees of the Riverside County Law Library, District 2/District 2, CEQA Exempt, [\$0]

DATE: July 24, 2014

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

4. Authorize the Chairman of the Board of Supervisors to execute the conveyance documents to complete this transaction; and,
5. Authorize the Assistant County Executive Officer/EDA, or his designee, to administer all other actions necessary to consummate this transaction.

BACKGROUND:

Summary

On June 28, 2005, the Board of Supervisors Approved Item 3.59a, Memorandum of Understanding (2005 MOU) by and between the County of Riverside (County), the City of Riverside, the City of Riverside Redevelopment Agency and the Board of Law Library Trustees (Law Library) which addressed various economic development issues in downtown Riverside. The stated purpose of the 2005 MOU was to facilitate development in downtown Riverside in a cohesive and collective manner beneficial to all parties. The 2005 MOU provided that the County would acquire a certain property located in the City of Riverside on Assessor's Parcel Numbers (APNs) 215-092-009, 215-092-010, and 215-092-011 (Property) on behalf of the Law Library through voluntary sale or condemnation for the Riverside Downtown Courts Project.

On January 22, 2007, the County, Law Library, City of Riverside and the City Riverside Redevelopment Agency entered into a supplemental MOU (2007 MOU), documenting the manner in which the Property would be acquired.

The County was unable to acquire the Property through voluntary acquisition. On June 8, 2006, the County initiated eminent domain proceedings (Action) to acquire the Property. On September 5, 2007, the County deposited \$2,350,000 with the Clerk of the Superior Court, as "probable compensation" to be awarded in the Action. The Law Library funded the deposit.

A settlement was reached in the Action, whereby the lump-sum all inclusive settlement amount of \$3,175,000 was paid as just compensation for the Property, also funded by the Law Library. A final judgment in condemnation was entered into the Superior Court which provided that title to the Property would vest in the name of the County. The County and the Law Library then entered into a Transfer Agreement to provide for the transfer of the Property from the County to the Board of Law Library Trustees.

The County and the Law Library wish to enter into this Real Property Exchange Agreement in which the Law Library will convey the Property back to the County along with APN 215-092-008 (the Provident Bank parcel), and the County will convey APNs 215-373-011 and 215-373-013, which includes the building occupied by the Victor Miceli Law Library, the adjacent parking area and the former County Counsel building to the Law Library.

This final transfer completes the actions outlined in the highly successful cooperative agreements between the County, the City and the Law Library and that paved the way for the development of the Downtown Law Building, the Citrus Tower and 91 freeway improvements. An exhibit map has been attached that depicts the Property to be exchanged between the County and the Law Library.

This Form 11, the Real Property Exchange Agreement and the grant deeds have been reviewed and approved by County Counsel as to legal form.

(Continued)

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency/Facilities Management

FORM 11: Real Property Exchange Agreement between the County of Riverside and the Board of Trustees of the Riverside County Law Library, District 2/District 2, CEQA Exempt, [\$0]

DATE: July 24, 2014

PAGE: 3 of 3

Impact on Citizens and Businesses

This final transfer completes the actions outlined in the highly successful cooperative agreements between the County, the City and the Law Library that paved the way for the development of the Downtown Law Building, the Citrus Tower and a portion of the 91 freeway improvements. The economic impact enjoyed by both residents and businesses can best be described in the current economic condition and overall health and improvement of the downtown Riverside business district over the past decade. This Cooperative MOU helped to create construction and long-term jobs; it assisted in removing blight and was the catalyst for development which encouraged growth and private sector investment in the downtown.

Attachments:

Aerial Image

Transfer Agreement

CEQA Notice of Exemption

Aerial Image
Law Library Exchange- Downtown Riverside



Real Property Exchange Agreement

This Real Property Exchange Agreement (“AGREEMENT”) is entered into by and between the County of Riverside (“COUNTY”) and the Riverside County Law Library by their Board of Trustees (“LAW LIBRARY”) on _____, 2014.

HISTORY

A. On June 28, 2005, the COUNTY, LAW LIBRARY, City of Riverside and City of Riverside Redevelopment Agency entered into a Memorandum of Understanding (“2005 MOU,”) the stated purpose of which is to facilitate development in downtown Riverside in a manner beneficial to all parties. The 2005 MOU provided for, among other things, the COUNTY to acquire on behalf of the LAW LIBRARY certain property (referred to herein as “Property A” and described as attached in Exhibit A) through voluntary sale or condemnation (if there has been a properly adopted resolution of necessity) for the Riverside Downtown Courts Project (“Project”).

B. The COUNTY was unable to acquire Property A through voluntary acquisition. Accordingly, on June 8, 2006, the COUNTY initiated eminent domain proceedings to acquire the Property, (*County of Riverside v. H. Grace Fershko, et al.*, Riverside County Superior Court Case No. RIC451238, hereinafter “Action.”)

C. On January 22, 2007, the COUNTY, LAW LIBRARY, City of Riverside and the City of Riverside Redevelopment Agency entered into a supplemental MOU (“2007 MOU”), documenting the manner in which Property A would be acquired.

D. On September 5, 2007, the COUNTY deposited, with the Clerk of the Superior Court, \$2,350,000 as “probable compensation” to be awarded in the Action. The LAW LIBRARY funded the deposit.

E. A settlement was reached in the Action, whereby the lump sum all inclusive amount of \$3,175,000 was paid as just compensation for Property A free and clear of all liens and encumbrances. The settlement was effectuated by stipulated judgment in condemnation which provided that title to Property A vest in the name of the COUNTY. A Final Order of Condemnation was recorded on October 22, 2010, Instrument # 0539662. Consistent with the 2005 and 2007 MOUs, the COUNTY transferred Property A to the LAW LIBRARY Board of Trustees.

F. COUNTY is the fee simple owner of Property B (referred to herein as “Property B” and described as attached in Exhibit B), a portion of which consists of a building occupied by LAW LIBRARY. LAW LIBRARY is the fee simple owner of Property A and Property C

(referred to herein as "Property C" and described as attached in Exhibit C), consisting primarily of a building occupied by Provident Bank. The original MOUs contemplated that the LAW LIBRARY would be able to redevelop Property A in a manner suitable for its occupancy. The COUNTY and the LAW LIBRARY have since determined that such redevelopment is not feasible and now desire to exchange Property A and Property C for Property B. As a result the LAW LIBRARY will continue to occupy and now possess the property where the LAW LIBRARY is presently located along with Property B. The COUNTY will now possess the Properties described as Property A and C, which consist of the Provident Bank Building and the property north of the existing Riverside Superior Court (Historic Courthouse). (Properties A, B and C are collectively referred to herein as "Properties").

G. There presently exist leases affecting Properties A and B which will remain in effect per the terms and conditions of this AGREEMENT.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this AGREEMENT, and for other good and valuable consideration, including that set forth in the 2005 and 2007 MOUs, the receipt and adequacy of which are hereby acknowledged, the COUNTY and LAW LIBRARY hereby agree as follows:

1. Transfer of Property.

Within thirty (30) days of Board authorization and subject to LAW LIBRARY fulfillment of Section 4 herein, COUNTY shall transfer Property B to the LAW LIBRARY by way of recordation of a Grant Deed in the form attached hereto as Exhibit D and incorporated herein by reference. No escrow shall be required. The COUNTY shall record the Grant Deed in the Official Records and provide a copy to the LAW LIBRARY. Upon transfer, the sublease between the COUNTY and LAW LIBRARY dated August 27, 1991 (defined below as the "1997 Lease") shall be of no further force or effect. The 1997 Lease shall terminate by operation of this AGREEMENT.

Within thirty (30) days of Board Authorization, LAW LIBRARY shall transfer Property A and Property C to the COUNTY by way of recordation of Grant Deeds in the form attached hereto as Exhibit E and incorporated herein by reference. No escrow shall be required. The LAW LIBRARY shall record the Grant Deeds in the Official Records and provide a copy to the COUNTY.

2. Condition of Title and Premises

Each party acknowledges and agrees that the Properties are to be conveyed in their present physical condition "As Is."

The title to the real property is subject to the liens of record shown in the attached preliminary title report exceptions. The preliminary title report exceptions are attached hereto as Exhibit F.

The parties acknowledge the following leases and the interests of the tenants in the real property.

Property A:

1. That certain lease with no date for the premises known as 4015 and 4023 Main Street between the LAW LIBRARY as Lessor and the COUNTY as Lessee.

Property B:

1. That certain lease dated August 27, 1991, entitled Law Library Sublease, by and between the County of Riverside and the Board of Library Trustees of Riverside County (the "1991 Lease"), which shall be of no force or effect upon transfer of Property B to LAW LIBRARY.

2. That certain lease dated February 7, 2012 for the a portion of Property B known as 3535 Tenth Street between the Administrative Offices of the Courts as Lessee and the COUNTY as Lessor (the "2012 Lease").

Property C:

1. That certain lease dated May 5, 1997 and amended by that certain First Amendment dated October 15, 2008, and amended by that certain second amendment executed on November 13, 2013, for the premises known as 4001 Main Street, between Provident Bank as Lessee and LAW LIBRARY (successor to Riverside Development Associates, LLC) (the "1997 Lease").

3. Treatment of Property B Lease for Payments to LAW LIBRARY

COUNTY grants to the LAW LIBRARY its rights to an Annual Net Cash Flow of a minimum of \$156,000 for Property B from the 2012 Lease. COUNTY agrees to provide the Repair and Maintenance to the premises.

Annual Net Cash Flow is defined as the mathematical difference between the monthly lease payments to be paid to LAW LIBRARY as Lessor by the Tenant as set forth in the lease after deduction by the COUNTY for maintenance expenses for the property incurred COUNTY. COUNTY shall perform the Repairs and Maintenance throughout the original term of the lease pursuant to Section 6 of the 2012 Lease. The original term of the 2012 Lease expires October 31, 2017. COUNTY shall submit monthly invoice to LAW LIBRARY within fifteen (15) days of the end of each and every calendar month during the term and LAW LIBRARY shall pay said invoice amount to COUNTY in no less than fifteen (15) days from date of invoice. In no event shall the amount of any invoice submitted by COUNTY to LAW LIBRARY result in a lower Annual Net Cash Flow than as set forth above.

4. Bond Encumbrance on Property B.

The parties to this AGREEMENT acknowledge that presently there is owed a balance of \$337,516.31 to a lender (the ACES bond financing) secured by an interest in Property B. LAW LIBRARY must pay the remaining balance due and owing to the lender on the ACES sublease. LAW LIBRARY shall pay for the County's bond counsel an amount not to exceed \$12,500.00 for services rendered to obtain a release of the lender's interest prior to recordation of the Grant Deed for Property B.

5. Warranties and Representations of the COUNTY.

The COUNTY hereby represents, warrants and covenants to the LAW LIBRARY the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the date of this agreement:

To the best of the COUNTY's knowledge, other than the Action, there are no suits, actions, claims, legal proceedings, or any other proceedings affecting Property B or any portion thereof.

The Property is in good condition and the COUNTY shall maintain Property B in good condition and state of repair and maintenance, up to the date of transfer, except as otherwise required by any lease still in effect, and only during the original term of said lease.

Until the recordation of the Grant Deed attached hereto as Exhibit D and incorporated herein by reference, the COUNTY shall not do anything to impair the COUNTY's title to the Property.

To the best of the COUNTY's knowledge, neither execution of the Agreement nor the performance of the obligations herein will conflict with or breach any agreement or instrument to which the COUNTY or the Property may be bound.

The COUNTY has full power and authority to enter into this Agreement and consummate the transaction contemplated hereby, and the execution, performance and delivery of this Agreement has been fully authorized.

6. Representations and Warranties of the LAW LIBRARY.

The LAW LIBRARY hereby represents and warrants to the COUNTY the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the date of this Agreement.

The LAW LIBRARY has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery and performance of this AGREEMENT has been duly and validly authorized by the LAW LIBRARY.

7. General Provisions.

Counterparts. This Agreement may be executed in counterparts, including via facsimile, each of which shall be deemed as original, but all of which, taken together, shall constitute one and the same instrument.

Entire Agreement. This Agreement, together with all Exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede all prior understandings or agreements. This Agreement may be modified only by a writing signed by both parties. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or enforceable provision.

Choice of Law. This agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of California.

Waiver of Covenants, Conditions or Remedies. This waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other consistent remedies unless they are expressly excluded.

Legal Advice. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question.

Time of the Essence. Time shall be of the essence as to all dates and times of performance, whether they are contained herein or contained in any escrow instructions to be executed pursuant to this Agreement, and all escrow instructions shall contain a provision to this effect. Notwithstanding the foregoing, in the event the date for the performance of an action or the giving of a notice falls on a Saturday, Sunday or holiday, then the date for the performance of such action or giving of such notice shall be automatically extended to the next succeeding business day.

Further Assurances. If at any time prior to or after the Recordation of Grant Deeds any further action is necessary or desirable to carry out the purposes of this Agreement or any other documents or agreements reasonably requested by either COUNTY or LAW LIBRARY in order to consummate the transactions contemplated by this Agreement, the parties to this Agreement shall take all such necessary action. The provisions of this Section shall survive the Recordation of Grant Deeds.

Notices. All notices and demands which either party is required or desires to give to the other shall be given in writing by certified mail, return receipt requested with appropriate postage paid, by personal delivery (including couriers, such as FedEx), or by facsimile to the address or facsimile number set for the below for the respective party, provided that if any party gives notice of a change of name or address or number, notices to that party shall thereafter be given as demanded in that notice. All notices and demands so given shall be effective only upon receipt by the party to whom notice or demand is being given.

If to COUNTY: County of Riverside
Economic Development Agency
3403 Tenth St., Suite 500
Riverside, CA 92501

If to the LAW LIBRARY: Riverside County LAW LIBRARY
3989 Lemon Street
Riverside, CA 92501-4203


(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have executed this Real Property Exchange Agreement as of the day and year first above written.

COUNTY OF RIVERSIDE

BOARD OF TRUSTEES OF THE
RIVERSIDE COUNTY LAW LIBRARY

By: _____
Jeff Stone, Chairman
Board of Supervisors

By: 
Michele Levine, President
Law Library Board of Trustees

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls, County Counsel

By: 
Patricia Munroe
Deputy County Counsel

EXHIBIT A

Legal description of Property A

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1:

The southerly 10 feet of Lot 2, and Lots 3,4,5,6,7 and 8 of C. J. Gills Re-subdivision of Block 10, Range 7, Riverside, City of Riverside, County of Riverside, as shown by map on file in Book 5, Page 71 of Maps, San Bernardino County Records.

Assessor Parcel Numbers: 215-092-009, 215-092-010, 215-092-011

EXHIBIT B

Legal description of Property B

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1:

All that portion of Lots 1, 2 and 3 in Block 9, Range 5, as shown on the map of the Town of Riverside on file in Book 7, Page 17 of Maps, Records of the Recorder of San Bernardino County California, lying within the Jurupa Rancho, described as follows:

Commencing at the most Easterly corner of said Lot 1, said corner being the intersection of the Southwesterly right of way line of 9th Street (having a Southwesterly half-width of 33.00 feet) and the Northwesterly right of way of Lemon Street (having a Northwesterly half-width of 33.00 feet) as shown on map on file in Book 121, Pages 8 and 9, of Records of Survey, Records of the Recorder of Riverside County, California;

Thence South 29°43'49" West along said Northwesterly right of way line of Lemon Street, a distance of 50.00 feet to the most Easterly corner of that certain Parcel of land described as Parcel 3 per deed recorded December 2, 1996 as Instrument No. 455353, Records of said Riverside County Recorder, said corner also being the true point of beginning;

Thence continuing South 29°43'49" West along said Northwesterly right of way line, a distance of 100.00 feet to the most Easterly corner of that certain Parcel of land as described by deed recorded January 9, 1976 as Instrument No. 2893, records of said recorder of Riverside County;

Thence North 60°12'57" West, parallel with said Southwesterly line of 9th Street, a distance of 157.00 feet to a point of intersection with the Southeasterly line of that certain 16.00 foot wide alley way described per deed recorded October 16, 1902 as Instrument No. 250, on file in Book 153, Page 81 of Deeds, Records of said Recorder of Riverside County;

Thence North 29°43'49" East, along said Southeasterly line of the alleyway, a distance of 100.00 feet to the most Northerly corner of said Parcel 3 of Instrument Number 455353;

Thence South 60°12'57" East along the Northeasterly line of said Parcel 3, a distance of 157.00 feet to the true point of beginning.

Assessor's Parcel Number: 215-373-011

Parcel 2:

That portion of Block 9, Range 5 as shown by map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per map recorded in Book 7, Page 17 of Maps, in the Office of the County Recorder of said County, California described as follows:

Beginning at a point on the Westerly line of Lemon Street, 150 feet Southerly from the Northeasterly corner of said Block;

Thence Southerly on the Westerly line of Lemon Street, 114 feet;

Thence Westerly parallel with the Northerly line of said Block, 157 feet to an alley;

Thence Northerly parallel with the Westerly line of Lemon Street, 114 feet;

Thence Easterly parallel with the Northerly line of said Block, 157 feet to the point of beginning.

Parcel 3:

That portion of Lot 5 in Block 9, Range 5 as shown by map of the Town of Riverside in the City of Riverside, County of Riverside, State of California, as per map recorded in map book 7, Page 17 in the Office of the County Recorder of San Bernardino County, California, described as follows:

Beginning at the most Southerly corner of said Lot 5, said corner being the intersection of the Northwest line of Lemon Street with the Northeast line of Tenth Street as shown on said map;

Thence Northwesterly 141.00 feet on said Northeast line of Tenth Street;

Thence Northeasterly 66.00 feet, parallel with said Northwest line of Lemon Street to the Northeast line of said Lot 5;

Thence Southeasterly 141.00 feet on said Northeast line of Lot 5 to said Northwest line of Lemon Street;

Thence Southwesterly 66.00 feet on said Northwest line to the point of beginning;

Excepting therefrom any portion described in Grant Deed recorded April 13, 2011 as Instrument No. 2011-0162068 of Official Records of Riverside County, California.

Assessor's Parcel Number: 215-373-013 (Portion)

Parcel 4:

An easement for the projection of a building, to be erected on adjoining land, over that portion of Tenth Street, in Block 9, Range 5 as shown by map of the Town of Riverside in the City of Riverside, County of Riverside, State of California, as per map recorded in Book 7, Page 17 in the Office of the County Recorder of San Bernardino County, California, described as follows:

Beginning at the most Southerly corner of Lot 5 in said Block 9, Range 5;

Thence Northwesterly 141.00 feet on the Southwest line of said Lot 5;

Thence Southwesterly 3.00 feet at right angles;

Thence Southeasterly 141.00 feet parallel with said Southwest line;

Thence Northeasterly 3.00 feet to the point of beginning;

Except that portion lying below a plane 14.00 feet above the present level of the sidewalk of said Tenth Street.

EXHIBIT C
Legal description of Property C

Lots 1 & 2 of C. J. Gills Re-subdivision of Block 10, Range 7, Riverside, City of Riverside, County of Riverside, State of California, as per map recorded in Book 5, Page 71 of Maps, in the Office of the County Recorder of San Bernardino County.

EXCEPTING THEREFROM the Southerly 10 feet of said Lot 2.

Assessor Parcel Number: 215-092-008

EXHIBIT D

Form of Grant Deed from County to Law Library

Recorded at request of and return to:
Trustees of the Law Library
3989 Lemon Street
Riverside, CA 92501

FREE RECORDING

This instrument is for the benefit of the
County of Riverside, and is entitled to be
recorded without fee.
(Govt. Code 27383)

Project: Law Library Transfer
APN: 215-373-013 and 215-373-011
JF:mr/042913/206FM/15.858

Space above this line for recorder's use

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE COUNTY OF RIVERSIDE, a political subdivision of the State of California

hereby remises, releases and forever grants to the

BOARD OF TRUSTEES OF THE RIVERSIDE COUNTY LAW LIBRARY
its successors and assigns, all grantor's right, title and interest in and to that certain real
property situated in the County of Riverside, State of California, more fully described as:

See Exhibit A attached hereto and made a part hereof

together with all improvements, fixtures and equipment contained thereon.

Date: _____

By: _____
Jeff Stone,
Chairman, Board of

*Not for
signature*

EXHIBIT E

Form of Grant Deed from Law Library to County

Recorded at request of and return to:
Economic Development Agency
P.O. Box 1180
Riverside, CA 92502

FREE RECORDING
This instrument is for the benefit of the
County of Riverside, and is entitled to be
recorded without fee.
(Govt. Code 27383)

Project: Law Library Transfer
APN: 215-092-008, 009, 010, 011
JF:mr/042913/206FM/15.857

Space above this line for recorder's use

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

BOARD OF TRUSTEES OF THE RIVERSIDE COUNTY LAW LIBRARY

hereby remises, releases and forever grants to the

THE COUNTY OF RIVERSIDE, a political subdivision of the State of California
its successors and assigns, all grantor's right, title and interest in and to that certain real
property situated in the County of Riverside, State of California, more fully described as:

See Exhibit A attached hereto and made a part hereof

together with all improvements, fixtures and equipment contained thereon.

Date: _____

By: _____
Michelle Levine, President

EXHIBIT F
Preliminary Title Report



Lawyers Title Company
3480 Vine Street Suite 100
Riverside, CA 92507
Phone: (951) 774-0825
Fax: ()

COUNTY OF RIVERSIDE EDA
1325 SPRUCE ST., 4TH FLOOR
RIVERSIDE, CA 92507

Attn: BONNIE PEREZ

Title Officer: Special Projects Coordinator--So
email: jlardieri@ltic.com
Phone No.:
Fax No.:
File No.: 612600283

Your Reference No: APN: 215-373-011-3; 215-373-013-5

Property Address: Riverside, California

UPDATED PRELIMINARY REPORT

Dated as of October 3, 2013 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, Lawyers Title - IE hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

A Preliminary Report Only

The estate or interest in the land hereinafter described or referred to covered by this report is:

**A FEE as to Parcels 1, 2 and 3;
AN EASEMENT more fully described below as to Parcel 4**

Title to said estate or interest at the date hereof is vested in:

County of Riverside, a political subdivision, as to Parcel 1;

The County of Riverside, as to Parcel 2;

County of Riverside, a body corporate and politic, as to Parcel 3; and

County of Riverside, as to Parcel 4

The land referred to herein is situated in the County of Riverside, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1:

All that portion of Lots 1, 2 and 3 in Block 9, Range 5, as shown on the map of the Town of Riverside on file in Book 7, Page 17 of Maps, Records of the Recorder of San Bernardino County California, lying within the Jurupa Rancho, described as follows:

Commencing at the most Easterly corner of said Lot 1, said corner being the intersection of the Southwesterly right of way line of 9th Street (having a Southwesterly half-width of 33.00 feet) and the Northwesterly right of way of Lemon Street (having a Northwesterly half-width of 33.00 feet) as shown on map on file in Book 121, Pages 8 and 9, of Records of Survey, Records of the Recorder of Riverside County, California;

Thence South 29°43'49' West along said Northwesterly right of way line of Lemon Street, a distance of 50.00 feet to the most Easterly corner of that certain Parcel of land described as Parcel 3 per deed recorded December 2, 1996 as Instrument No. 455353, Records of said Riverside County Recorder, said corner also being the true point of beginning;

Thence continuing South 29°43'49" West along said Northwesterly right of way line, a distance of 100.00 feet to the most Easterly corner of that certain Parcel of land as described by deed recorded January 9, 1976 as Instrument No. 2893, records of said recorder of Riverside County;

Thence North 60°12'57" West, parallel with said Southwesterly line of 9th Street, a distance of 157.00 feet to a point of intersection with the Southeasterly line of that certain 16.00 foot wide alley way described per deed recorded October 16, 1902 as Instrument No. 250, on file in Book 153, Page 81 of Deeds, Records of said Recorder of Riverside County;

Thence North 29°43'49' East, along said Southeasterly line of the alleyway, a distance of 100.00 feet to the most Northerly corner of said Parcel 3 of Instrument Number 455353;

Thence South 60°12'57" East along the Northeasterly line of said Parcel 3, a distance of 157.00 feet to the true point of beginning.

Assessor's Parcel Number: 215-373-011

Parcel 2:

That portion of Block 9, Range 5 as shown by map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per map recorded in Book 7, Page 17 of Maps, in the Office of the County Recorder of said County, California described as follows:

Beginning at a point on the Westerly line of Lemon Street, 150 feet Southerly from the Northeasterly corner of said Block;

Thence Southerly on the Westerly line of Lemon Street, 114 feet;

Thence Westerly parallel with the Northerly line of said Block, 157 feet to an alley;

Thence Northerly parallel with the Westerly line of Lemon Street, 114 feet;

Thence Easterly parallel with the Northerly line of said Block, 157 feet to the point of beginning.

Assessor's Parcel No: 215-373-013 (Portion)

Parcel 3:

That portion of Lot 5 in Block 9, Range 5 as shown by map of the Town of Riverside in the City of Riverside, County of Riverside, State of California, as per map recorded in map book 7, Page 17 in the Office of the County Recorder of San Bernardino County, California, described as follows:

Beginning at the most Southerly corner of said Lot 5, said corner being the intersection of the Northwest line of Lemon Street with the Northeast line of Tenth Street as shown on said map;

Thence Northwesterly 141.00 feet on said Northeast line of Tenth Street;

Thence Northeasterly 66.00 feet, parallel with said Northwest line of Lemon Street to the Northeast line of said Lot 5;

Thence Southeasterly 141.00 feet on said Northeast line of Lot 5 to said Northwest line of Lemon Street;

Thence Southwesterly 66.00 feet on said Northwest line to the point of beginning;

Excepting therefrom any portion described in Grant Deed recorded April 13, 2011 as Instrument No. 2011-0162068 of Official Records of Riverside County, California.

Assessor's Parcel Number: 215-373-013 (Portion)

Parcel 4:

An easement for the projection of a building, to be erected on adjoining land, over that portion of Tenth Street, in Block 9, Range 5 as shown by map of the Town of Riverside in the City of Riverside, County of Riverside, State of California, as per map recorded in Book 7, Page 17 in the Office of the County Recorder of San Bernardino County, California, described as follows:

Beginning at the most Southerly corner of Lot 5 in said Block 9, Range 5;

Thence Northwesterly 141.00 feet on the Southwest line of said Lot 5;

Thence Southwesterly 3.00 feet at right angles;

Thence Southeasterly 141.00 feet parallel with said Southwest line;

Thence Northeasterly 3.00 feet to the point of beginning;

Except that portion lying below a plane 14.00 feet above the present level of the sidewalk of said Tenth Street.

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

SCHEDULE B – Section B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

- A. There were no taxes levied for the fiscal year 2013-2014 as the property was vested in a public entity.

Assessor's Parcel Number: 215-373-011-3; 215-373-013

- B. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation Code of the State of California.

THE FOLLOWING MATTERS AFFECT PARCEL 1:

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. An easement over said land for water pipes, ditches, other conduits, as set forth in document

In favor of: Riverside Water Company, a Corporation
Recorded August 14, 1885, in Book 42, pages 294 and 296, of Deeds, San Bernardino County Records

3. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: City of Riverside
Recording Date: December 1, 1975
Recording No: as Instrument No. 148813 of Official Records

4. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

Recorded in Book 121, Pages 8 and 9 Records of Survey

THE FOLLOWING MATTERS AFFECT PARCEL 2:

5. Water rights, claims or title to water, whether or not disclosed by the public records.
6. An easement over said land for water pipes, ditches, other conduits, as set forth in document

In favor of: Riverside Water Company, a Corporation
Recorded August 14, 1885, in Book 42, pages 294 and 296, of Deeds, San Bernardino County Records

7. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: City of Riverside
Recording Date: December 1, 1975
Recording No: as Instrument No. 148813 of Official Records

8. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

Recorded in Book 86, Page 5 Records of Survey

9. Matters contained in that certain document

Entitled: Second Amendment to Ground Lease
Dated: November 1, 1995
Executed by: County of Riverside and County of Riverside Asset Leasing Corporation
Recording Date: November 3, 1995
Recording No: as Instrument No. 369962 of Official Records

Reference is hereby made to said document for full particulars.

Affects: The herein described Land and other land.

10. Matters contained in that certain document

Entitled: Amended and Restated Assignment Agreement
Dated: November 1, 1995
Executed by: County of Riverside Asset Leasing Corporation and First Interstate Bank of California as Trustee
Recording Date: November 3, 1995
Recording No: as Instrument No. 369963 of Official Records

Reference is hereby made to said document for full particulars.

Affects: The herein described Land and other land.

11. Matters contained in that certain document

Entitled: Third Amendment to Ground Lease
Dated: May 1, 2003
Executed by: County of Riverside and BNY Western Trust Company
Recording Date: June 3, 2003
Recording No: as Instrument No. 2003-399648 of Official Records

Reference is hereby made to said document for full particulars.

Affects: The herein described Land and other land.

12. A financing statement as follows:

Debtor: County of Riverside
Secured Party: LaSalle Bank National Association
Recording Date: September 18, 2003
Recording No: as Instrument No. 2003-727288 of Official Records

Affects: The herein described Land and other land.

13. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

Recorded in Book 121, Pages 8 and 9 Records of Survey

14. Matters contained in that certain document

Entitled: Amended and Restated Sublease and Option to Purchase
Dated: May 1, 2003
Executed by: County of Riverside and State Street Bank and Trust Company and
The Bank of New York Trust Company, N.A.
Recording Date: April 25, 2006
Recording No: as Instrument No. 2006-0297710 of Official Records

Reference is hereby made to said document for full particulars.

THE FOLLOWING MATTERS AFFECT PARCEL 3:

15. Water rights, claims or title to water, whether or not disclosed by the public records.

16. An easement over said land for water pipes, ditches, other conduits, as set forth in document

In favor of: Riverside Water Company, a Corporation
Recorded August 14, 1885, in Book 42, pages 294 and 296, of Deeds, San Bernardino County Records

17. The deed from the City of Riverside to The County of Riverside recorded July 2, 1969 as Instrument No. 67521 of Official Records recites in part as follows:

Said easement to endure only for the life of the projected building and to determine and revert to the City of Riverside when such building is removed or demolished, such determination to be evidenced by a Quitclaim Deed from the County of Riverside to said City of Riverside.

Affects Parcel 4

18. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: City of Riverside
Recording Date: December 1, 1975
Recording No: as Instrument No. 148813 of Official Records

19. Matters contained in that certain document

Entitled: Joint Powers Agreement Between The County of Riverside and The Board of Law Library Trustees of Riverside County Creating the Riverside County Law Library Authority
Dated: June 16, 1969
Executed by: The County of Riverside, a body corporate and politic and the Board of Law Library Trustees of Riverside County, a public corporation
Recording Date: November 3, 1969
Recording No: as Instrument No. 111838 of Official Records

Reference is hereby made to said document for full particulars.

20. Matters contained in that certain document

Entitled: Joint Powers Agreement Between The County of Riverside and The Board of Law Library Trustees of Riverside County Creating the Riverside County Law Library Authority
Dated: September 5, 1969
Executed by: County of Riverside and Board of Law Library Trustees of Riverside County
Recording Date: November 3, 1969
Recording No: as Instrument No. 111839 of Official Records

Reference is hereby made to said document for full particulars.

21. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: October 20, 1969
Lessor: Riverside County, a body corporate and politic
Lessee: The Riverside County law Library Authority
Recording Date: November 3, 1969
Recording No: as Instrument No. 111840 of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

22. Matters contained in that certain document

Entitled: County Law Library Facilities Sublease and Resolution Constituting Indenture
Dated: October 20, 1969
Executed by: Riverside County Law Library Authority and The County of Riverside, a body corporation and politic
Recording Date: November 3, 1969
Recording No: as Instrument No. 111841 of Official Records

Reference is hereby made to said document for full particulars.

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

23. Matters contained in that certain document

Entitled: Law Library Quarters Sublease
Dated: October 20, 1969
Executed by: The County of Riverside, a body corporate and politic and The Board of Law Library Trustees of Riverside County, a public corporation
Recording Date: November 3, 1969
Recording No: as Instrument No. 111846 of Official Records

Reference is hereby made to said document for full particulars.

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

24. A financing statement as follows:

Debtor: County of Riverside
Secured Party: LaSalle Bank National Association
Recording Date: September 18, 2003
Recording No: as Instrument No. 2003-727288 of Official Records

Affects: The herein described Land and other land.

25. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

Recorded in Book 121, Pages 8 and 9 Records of Survey

THE FOLLOWING MATTERS AFFECT ALL PARCELS:

26. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

27. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

28. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

29. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION

REQUIREMENTS SECTION:

Req. No. 1: The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: County of Riverside

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

INFORMATIONAL NOTES SECTION

- Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
- Note No. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

Union Bank
1980 Saturn Street, V03-012
Monterey Park, CA 91755
(800) 849-6466
ABA # 122000496
CREDIT TO: Lawyers Title - IE
ACCOUNT #: 9101081413

RE: 612600283

PLEASE INDICATE Lawyers Title - IE TITLE ORDER NUMBER

- Note No. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.

Note No. 4: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

- a) If the Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
- b) If the Company cannot obtain a verbal update on the demand, we will either pay off the expired demand or wait for the amended demand, at our discretion.
- c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure the check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Processor: cph

Date Typed: October 17, 2013

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	<u>1.00%</u> of Policy Amount Shown in Schedule A or <u>\$2,500.00</u> (whichever is less)	\$ <u>10,000.00</u>
Covered Risk 18:	<u>1.00%</u> of Policy Amount Shown in Schedule A or <u>\$5,000.00</u> (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 19:	<u>1.00%</u> of Policy Amount Shown in Schedule A or <u>\$5,000.00</u> (whichever is less)	\$ <u>25,000.00</u>
Covered Risk 21:	<u>1.00%</u> of Policy Amount Shown in Schedule A or <u>\$2,500.00</u> (whichever is less)	\$ <u>5,000.00</u>

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records
 - on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



Lawyers Title Company
3480 Vine Street Suite 100
Riverside, CA 92507
Phone: (951) 774-0825
Fax: ()

Order No. 612600283

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company
LTC – Lawyers Title Company

FNF Underwriter
CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

DISASTER LOANS (CLTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

EMPLOYEE RATE (LTC and CLTIC)

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access To Personal Information/
Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

